

**Qwest Corporation
Private Line Transport
Services Catalog**

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 SCOPE

- A. Private Line Transport is the furnishing of Company facilities for communication purposes of the customer and end users (jointly referred to as customer) between specified locations. Private Line Transport is provided by means of wire, fiber, radio or any other suitable technology or a combination thereof. Service is furnished 7 days per week, 24 hours per day for a minimum billing period of one month or as defined in 2.4.3 following.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services which it provides, as defined in 2.1.4 and 2.1.5 following.
- C. The Company does not warrant that its facilities and services meet standards other than those set forth in this Catalog and the associated technical references.
- D. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.

2.1.2 LIMITATIONS

- A. The installation and restoration of services shall be subject to the regulations set forth in Section 10. of the Access Service Tariff concerning the Telecommunications Service Priority (TSP) System.
- B. Subject to compliance with the rules mentioned in A. preceding, where a shortage of channels exists at any time either for temporary or protracted periods, the services offered herein will be provided to customers on a first come, first served basis.
- C. The furnishing of service under this Catalog will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Catalog. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, including presubscription, and subject to the provisions of B. through G., following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Catalog as a Credit Allowance for a Service Interruption as set forth in 2.4.4 following.
- B. The Company shall be indemnified, defended and held harmless by the customer against any claim, loss, or damage arising from use of services offered under this tariff involving:
 - 1. Claims for libel, slander, invasion of privacy and infringement of copyright arising from the material transmitted over the facilities or the customer's or Interexchange Carrier's (IC) own communications;
 - 2. Claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, facilities or equipment furnished by the customer or IC;
 - 3. All other claims arising out of any act or omission of the customer or IC in connection with the facilities provided by the Company.
- C. The Company shall not be liable for any act or omission of any customer providing a portion of a service, nor shall the Company for its own actor omission hold liable any customer providing a portion of a service.
- D. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.3 LIABILITY (CONT'D)

- E. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of any facilities by the Company on the premises or by the installation or removal when defacement or damage is not the result of negligence of the agents or employees of the Company.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Catalog. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Catalog and will indemnify such customer for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Catalog shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

2.1.4 INSTALLATION AND TERMINATION OF SERVICES

The services provided under this Catalog, (A) will include any Company facilities to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at a customer-designated premises, and (B) will be installed by the Company to such point of termination (POT). Each Private Line Transport has only one POT per customer premises. Any additional terminations beyond such POT are the sole responsibility of the customer.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.5 PROVISION OF SERVICES

- A. The services provided to the Point of Termination (POT) under this Catalog shall be maintained by the Company. The customer may not rearrange, disconnect, remove or attempt to repair or permit others to rearrange, disconnect, remove or attempt to repair any facilities installed by the Company to the POT, except upon the written consent of the Company.
- B. Facilities on the premises of a customer furnished by the Company to the POT, are the property of the Company, whose agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting or repairing the facilities, or upon termination of the service or channel, for the purpose of removing Company facilities.

2.1.6 CHANGES AND SUBSTITUTIONS

Except as provided for equipment and systems subject to F.C.C. Part 68 regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this Catalog, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities, or (D) change operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the performance characteristics will be within the range as set forth in this Catalog. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.7 REFUSAL AND DISCONTINUANCE OF SERVICE

The Company, by written notice to the customer, may immediately discontinue the furnishing of Private Line Transport, without incurring any liability, upon:

- Nonpayment of any sum due the Company, or
- A violation of any condition governing the furnishing of service.

2.1.8 LIMITATION OF USE OF METALLIC FACILITIES

Signals applied to a metallic facility shall conform to the limitations set forth in the appropriate Technical Reference Publication. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.9 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the reasonable notification requirements.

2.1.10 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.11 PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Private Line Transport, or the Company serving office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will notify the customer of the effective date and an explanation of the reason(s) for such change(s).

2.1.12 SPECIAL TAXES, FEES AND CHARGES

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

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2. GENERAL REGULATIONS

2.2 USE

2.2.1 INTERFERENCE OR IMPAIRMENT

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Catalog shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. Except as provided for equipment or systems subject to the F.C.C.'s Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with A. preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, Credit Allowance for Service Interruptions, as set forth in 2.4.4, following, is not applicable.

2.2.2 UNLAWFUL USE

Private Line Transport shall not be used for any unlawful purposes.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 ORDERING, PAYMENT AND COMPLIANCE WITH TERMS AND CONDITIONS

- A. The customer shall be responsible for placing all orders for service, payment of all charges offered herein and compliance with Company regulations.
- B. The customer may not assign or transfer the use of services provided under this Catalog; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - 1. Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any, or;
 - 2. A court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- C. In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Catalog shall apply to such assignee or transferee.
- D. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.2 DAMAGES

The customer shall reimburse the Company for damages, to Company facilities utilized to provide services under this Catalog, caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.3 OWNERSHIP OF FACILITIES

Facilities utilized by the Company to provide service under the provisions of this Catalog shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.4 EQUIPMENT SPACE AND POWER

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Catalog at the POT of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to the premises at any reasonable hour for installing, testing, repairing or removing the facilities of the Company.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.5 HAZARDOUS AND EXPLOSIVE ENVIRONMENTS

The customer shall be responsible for the provision, installation and maintenance of sealed conduit with explosive-proof fittings between facilities furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may also be required to install and maintain Company facilities within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

2.3.6 AVAILABILITY FOR TESTING

The services provided under this Catalog shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustment.

2.3.7 REFERENCES TO THE COMPANY

The customer may advise their end users that certain services are provided by the Company in connection with the service the customer furnishes to their end users; however, the customer shall not represent that the Company jointly participates in these services.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.8 CLAIMS AND DEMANDS FOR DAMAGES

- A. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Catalog, any circuit, apparatus, system or method provided by the customer.
- B. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this Catalog, including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Catalog; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- C. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this Catalog.

2.3.9 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.10 BUSINESS HOURS

Normal business hours are from Monday through Friday 8 a.m. to 5 p.m. Hours before 8 a.m. and after 5 p.m., Monday through Friday, and all of Saturdays are considered overtime. Sundays and Holidays are premium time.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 END USER ACCOUNTS

A. Deposits

1. The Company may, in order to safeguard its interests, require an applicant or a customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. A deposit would be requested where (a) satisfactory credit has not been established either by not having had previous service or through unsatisfactory payment habits on present or previous service; (b) information has not been initially produced indicating financial stability and ability to pay; or subsequent information indicates the lack of good credit or ability to pay. The amount of the deposit generally shall not exceed the estimated charges for the service which will accrue for a two-month period. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation. The deposit will bear simple interest at 7% a year computed from the date of its receipt by the Company, at the time that the deposit is refunded, or service is terminated or annually upon request of the subscriber. When the service is terminated the amount of the deposit with any interest due will be credited to the customer's account and any credit balance which may remain will be refunded. After the customer has established satisfactory credit through prompt payment habits over generally a nine to twelve month period of time the Company will refund the deposit with interest or credit it to the customer's account.

B. Advance Payments

1. In accordance with the Company's practice of requiring that all regularly recurring rates for services, equipment, and facilities be paid monthly in advance, an applicant for service will be required to pay in advance at the time application for service is made, the service and equipment and installation charges applicable, together with at least one month's charges for the services, equipment, and facilities applied for, and, where necessary, in the opinion of the Company, the estimated amount of construction charges.
2. The amount of the advance payment will be credited to the customer's account and applied to any indebtedness under the contract for service, equipment, and facilities furnished, and for service charges.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 END USER ACCOUNTS (CONT'D)

- C. The customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities, in accordance with the Company's regular billing and collection practices.
- D. All charges for service, equipment, and facilities exclusive of charges for local messages in excess of the monthly allowance and toll messages, are payable monthly, in advance. Charges for local messages in excess of the monthly allowance and toll messages are payable monthly except that the Company reserves the right to require payment of such charges at more frequent intervals.

The Company may require payment of charges prior to the due date which may appear on any statement or bill rendered to the customer by the Company.

- E. Where the rates and charges for a particular service are determined by applying a percentage or similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.
- F. In the event a customer is indebted to the Company for charges and service rendered at a prior time, of any nature, or for service under one or more numbers at the same location, and the customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness for a residence account against the same customer's residence service or a business account against the customer's business service.
- G. In the event that payment from a customer is less than the total amount of all charges owing to the Company and the customer does not specifically designate the manner to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner the Company desires.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 END USER ACCOUNTS (CONT'D)

- H. Payment of bills for service may be made by any means mutually acceptable to the customer and the Company. Payment which is not honored or paid by the customer's designated financial institution will be considered as nonpayment. A returned payment charge will apply whenever a payment for service on an account is not accepted by the customer's designated financial institution.

CHARGE

- Returned Payment Charge, per occasion **\$10.00**

- I. The customer bill is due upon receipt. Customers have the following options as to the method of paying bills for Company services.

- At any Company payment depository location.
- At the office of any authorized payment agent of the Company.
- By U.S. Mail, by check or money order only.
- Through an agent of the customer.
- By electronic funds transfer.

- J. In order to avoid collection procedures which could result in a temporary disconnection of service, payment must be received no later than the due and payable date shown on the customer's bill.

- K. Payments received by the Company on or before the due and payable date on the customer's bill will prevent collection procedures which could result in a disconnect of service provided the following billing information is remitted with payment. The following items are all contained on the customer's bill:

- Customer's name
- Customer's telephone/billing number
- Customer's customer code
- Customer's account type
- Amount of payment

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 END USER ACCOUNTS (CONT'D)

L. Payments received by the Company after the due and payable date on the customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the customer's service unless the following billing information is remitted with payment:

- All of the items enumerated in K. preceding and
- The customer's advised final payment date before discontinuance for nonpayment.

M. The Company will not be responsible if a customer's service is disconnected after payment has been remitted, unless the payment is made as set forth in K. or L. preceding, as applicable.

N. Late Payment Charge

1. A late payment charge of 1 1/2% applies to all billed balances which are not paid by the billing date shown on the next bill, unless the balance is \$15.00 or less.
2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.
3. The late payment charge does not apply to the following:
 - Billed amounts under dispute until the dispute is resolved against the customer.
 - Bills rendered more than 10 days after bill date

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (CONT'D)

2.4.2 CARRIER ACCOUNTS

- A. The Company may, in order to safeguard its interests, require an applicant or a customer to make a suitable cash deposit or provide security in the form of a bank letter of credit, to be held by the Company as a guarantee of the payment of charges. Unless the criteria set forth in 4.a. following are satisfied, an interexchange telecommunications company or a local exchange services reseller which purchases services that are resold to its customers or incorporated in services sold to its customers shall be required to provide to the Company a deposit or security (bank letter of credit) equal to two and one half months of estimated or actual billings. The deposit or security may be applied by the Company against any past due amount.
1. If the interexchange telecommunication company's or local exchange services reseller's actual usage of service exceeds by 5% or more the amount on which the existing deposit or security is based, the Company may require additional deposits or security based on actual usage.
 2. Any new or additional deposit or security required under authority of these rules, except as may be provided for elsewhere in these rules, is due and payable on the sixth business day after written notice of the deposit or security requirement is mailed to the interexchange telecommunications or local exchange services reseller company.
 3. The fact that a deposit or security has been made in no way relieves the interexchange telecommunications or local exchange services reseller company from complying with the Company's regulations as to the prompt payment of bills.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.2 CARRIER ACCOUNTS

A. (Cont'd)

4. Deposits and security shall be refunded upon compliance with both a. (1) and (2) following.

- a. Satisfactory Payment

Where the interexchange telecommunications or local exchange services reseller company has for 36 consecutive months paid for service when due in a prompt and satisfactory manner as evidenced by the following:

- (1) The Company has not initiated disconnection proceedings against the interexchange telecommunications or local exchange services reseller company; and
- (2) No more than two notices of delinquency within the last 12 month period have been made to the interexchange telecommunications or local exchange services reseller company by the Company.

- b. Termination of Service

Upon termination of service, the Company shall return to the interexchange telecommunications or local exchange services reseller company the security, or the amount then on deposit plus accrued interest of 7% annum computed from the date of its receipt by the Company to the date of termination of service, less any amounts due the Company by the interexchange telecommunications or local exchange services reseller company for service rendered. Any deposit credits will be held until all usage is billed, but no longer than 45 days after the termination date.

5. Should a larger or new deposit be required, the reasons shall be specified in writing to the interexchange telecommunications or local exchange services reseller company. Any requirement for a new or larger deposit or security shall be in conformity with the standards set forth in this section.

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- B. The Company shall bill on a current basis all charges incurred by and credits due to the customer under this Catalog attributable to services, established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Private Line Transport Service under this Catalog), the period of service each bill covers and the payment date will be as follows:
1. The Company will establish a bill day each month for each customer account. The bill will cover non usage sensitive service charges for the ensuing billing period. Payment for such bills is due as set forth in C. following. If payment is not received by the payment due date, as set forth in C. following, in immediately available funds, a late payment penalty will apply as set forth in D. following.
 2. For billing purposes each month is considered to have 30 days.

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2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.2 CARRIER ACCOUNTS (CONT'D)

- C. All bills as set forth preceding, for service provided to the customer by the Company are due 31 days (payment due date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Veterans Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:
1. If such payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If such payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday.
- D. Further, if any portion of the payment is received by the Company after the payment due date as set forth in C. preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of:
1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Company, or
 2. 0.000407 per day, compounded daily for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Company.

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2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.2 CARRIER ACCOUNTS (CONT'D)

- E. In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. If the claim is submitted within 90 days of the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the bill payment date. If the customer submits a claim for the disputed amount more than 90 days from the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the date the claim was submitted, rather than from the bill payment date. Any undisputed amounts withheld by the customer in conjunction with disputed amounts withheld shall be subject to the late payment penalty as set forth in D. preceding. The Company will resolve the dispute and assess interest credits or penalties to the customer as follows:
- If the dispute is resolved in favor of the Company and the customer has paid the disputed amount on or before the payment due date, no interest credits or penalties will apply.
 - If the dispute is resolved in favor of the Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in D. preceding.
 - If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no interest credits or penalties will apply.

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